

RELEASE NO. 28 UNDER BLANKET MASTER CONTRACT NO. 418
BECHTEL BWXT IDAHO, LLC (BBWI)

2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415-4142
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: Envirocare of Utah
605 N. 5600 W.
Salt Lake City, UT 84116

Effective Date: 03/09/2004

To: Chris Lee
Phone: (801) 649-2053
Fax: (801) 537-7345

Completion Date: 03/08/2005

1. STATEMENT OF WORK

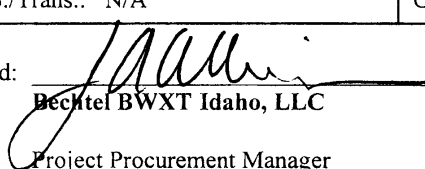
- 1.1. Envirocare of Utah (Subcontractor) shall furnish the following services, in accordance with the requirements, terms and conditions specified or referenced in this Release: Macroencapsulation and Direct Disposal of Mixed Low-Level Waste (MLLW).
- 1.2. This is a fixed rate, ceiling priced Release. The quantity of waste shown in the Container List for Release No. 418-28 is an estimate to be disposed under this Release. The estimated quantity does not obligate, guarantee, or imply that this quantity will be treated/disposed. Payment will be made for services rendered and accepted by BBWI at the applicable rates established in the Container List for Release No. 418-28. Pricing (i.e., fixed rates) is firm for the specified period of this Release.

2. RESOURCES

- 2.1. The Subcontractor shall provide all resources, e.g., materials, labor, tooling, equipment and facilities, necessary to fulfill the requirements of this Release, except as otherwise specified.

3. APPLICABLE DOCUMENTS

- 3.1. The following document(s) are incorporated into, and become a part of, this Release:
 - 3.1.1. Quality Clauses Applicable to Release No. 28 under Blanket Master Contract No. 418.
 - 3.1.2. Container List for Release No. 418-28.

Procurement Agent: Scott Drewes	Telephone: (208) 526-1554	Ceiling Price: XXXXXXXXXX
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 30 Days
Billing Address: Scott Drewes BBWI P. O. Box 1625 Idaho Falls, ID 83415-4142 Procurement Fax No.: (208) 526-0529 PQA-04 MAR 02 2004 PSQ APPROVAL & VALIDATION	Signed:  Bechtel BWXT Idaho, LLC 3/9/04 Date Title: Project Procurement Manager Signed: _____ (Subcontractor's Official) Date Title: _____	

Return one signed copy of this Release to BBWI.

Bechtel BWXT Idaho, LLC
Release No. 28 under Blanket Master Contract No. 418
(Continuation Sheet)
Page 2 of 3

4. TERMS AND CONDITIONS

- 4.1. The terms and conditions of Blanket Master Contract No. 418, except as modified herein, are hereby incorporated by this reference.
- 4.2. Certification of Eligibility: Subcontractor, by entering into this Release, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this Release shall constitute an additional basis for termination under the Default Article of the General Provisions.

5. PRICE

- 5.1. The ceiling price of this Release is [REDACTED] per the Container List for Release 418-28.
- 5.2. BBWI shall not be obligated to pay the Subcontractor any amount in excess of the fixed price established in the Release, and the Subcontractor shall not be obligated to continue performance, if to do so, would exceed that price, unless and until, BBWI shall have notified the Subcontractor, in writing, that such price has been increased and shall have specified in such notice a revised price, which shall thereupon constitute the price for performance under this Release.
- 5.3. Most Favored Customer: By entering into this Release, Subcontractor warrants that the pricing stated herein is not greater than that charged Subcontractor's most favored customer for like quantities of the same or similar services under like conditions of sale. BBWI and/or the U.S. Government shall have the right to examine Subcontractor's records to ensure compliance with this warranty. Subcontractor agrees to refund any amount paid by Buyer which exceeds the price charged any of Subcontractor's customers for like quantities of the same or similar services under like conditions of sale one year from the date of this Release.

6. COMPLETION DATE

- 6.1. This Release shall be in effect through 03/08/2005.

7. INSPECTION/ACCEPTANCE

- 7.1. Due to the quality significance of the services being acquired by this Release, Subcontractor's attention is directed to Article A.7 of the General Provisions. This emphasis shall not be construed in any way to diminish the mandate to comply with, or the enforceability of, any of the General Provisions or other requirements applicable to this Release.
- 7.2. Acceptance under this Release occurs at the time BBWI authorizes final payment.

8. ADMINISTRATION

- 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Chris Lee.
- 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Scott Drewes, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein or Procurement Manager.

Bechtel BWXT Idaho, LLC
Release No. 28 under Blanket Master Contract No. 418
(Continuation Sheet)
Page 3 of 3

- 8.3. Technical Representative. All work performed under this Release shall be subject to the technical direction of Stacia Herndon.
- 8.4. Notices: Any notice provided for this action shall be considered as having been given:
- 8.4.1. To BBWI, if mailed electronically via e-mail ("sad@inel.gov") or fax, or if delivered personally to Scott Drewes, or if mailed by U. S. Mail addressed to Scott Drewes, Bechtel BWXT Idaho, LLC, Mailstop 4142, P. O. Box 1625, Idaho Falls, Idaho 83415 - 4142; or
 - 8.4.2. To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at Chris Lee, 605 N. 5600 W., Salt Lake City, UT 84116.

QUALITY CLAUSES APPLICABLE TO TASK ORDER NO. 28 UNDER BLANKET MASTER CONTRACT NO. 418

March 9, 2004

1. Clause No. 111 - Price-Anderson Amendments Act (PAAA) Regulatory Liability: The item(s) or service(s) required by this Release is related to nuclear or radiological safety, and is therefore subject to the Price-Anderson Amendments Act-1988 (PAAA) and federal regulations 10 CFR 820, 10 CFR 830 Subpart A, and/or 10 CFR 835. Failure to implement and comply with the requirements of this Release or failure to provide factual information with regard to the quality of the product(s) or service(s) rendered, could result in enforcement action by the Department of Energy (DOE) Office of Price Anderson Enforcement. Enforcement can result in civil penalties and/or criminal prosecution.
2. Clause No. 121 - Standard Requirements Flow-Down: The Supplier shall incorporate all applicable Release requirements into all Supplier-issued procurement documents. Flow-down of Release requirements shall be verbatim, i.e., without change or modification. Lower-tier subcontracting, requires flow-down of all applicable requirements to each supplier, at any tier.
3. Clause No. 241 - ASME NQA-1-1997: The Supplier shall implement and maintain a quality system in accordance with the applicable elements ASME-NQA-1-1997, Quality Assurance Requirements for Nuclear Facility Applications, as defined by the Contractor, Form 414.12B, ASME NQA-1 Applicability Matrix. (See exception below.)
4. Clause No. 434 - Certificate of Disposal or Destruction: The Supplier shall certify that the disposal/destruction of each waste stream is manifested to the Supplier's treatment, storage, and disposal facility (TSDF) or to any alternative source within 30 days of disposal/destruction. The certificate shall include: (See note below.)
 - 4.1. Manifest No.;
 - 4.2. Applicable Disposal Facility Waste Acceptance Approval No.;
 - 4.3. Applicable EPA Waste Code(s) ;
 - 4.4. Waste Stream Weight and Volume;
 - 4.5. Disposal Facility Name, Owner and Address; and
 - 4.6. Signature of Supplier's certifying authority, to include position title and date.
5. Clause No. 521 - Right of Access: In accordance with the General Provisions, the Contractor retains the right to audit, assess, inspect, witness, or test any and all work and/or products supplied under the terms of this Contract. Right of access to any and all Supplier or lower-tier Supplier facilities or work locations shall be afforded to the authorized Contractor representative at all reasonable times.

Exception to Quality Clause No. 241: ASME NQA-1, 1997 edition is hereby replaced with ASME NQA-1, 1994 edition. Applicable elements from the 1994 edition are: BR 1, 2, 5, 6, 7, 11, 12, 13, 15, 16, 17, and 18.

Note to Quality Clause No. 434: Subcontractor shall provide BBWI a copy of the Certificate of Disposal/Destruction (CD) upon receipt of the CD from the disposal facility.